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*Attorneys for Plaintiff FH Properties, LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

FH PROPERTIES LLC, a Texas limited-liability company, as successor-in-interest to FH Partners LLC as successor-in-interest to Federal Deposit Insurance Corporation, as Receiver for Silver State Bank,

Plaintiff,

vs.

WASIAK INVESTMENTS I, LLC, a Nevada limited-liability company, LAS VEGAS TANGO, LLC, a Nevada limited-liability company, JAVIER J. WASIAK, LLC, a Nevada limited-liability company, JAVIER J. WASIAK, an individual,

Defendants.

Case No.: 2:15-cv-01005-APG-PAL

**STIPULATION AND ORDER  
TO DISMISS WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, FH PROPERTIES LLC, a Texas limited-liability company, as successor-in-interest to FH Partners LLC as successor-in-interest to Federal Deposit Insurance Corporation, as Receiver for Silver State Bank ("Plaintiff") and Defendants WASIAK INVESTMENTS I, LLC, a Nevada limited-liability company, LAS VEGAS TANGO, LLC, a Nevada limited-liability company, JAVIER J. WASIAK, LLC, a Nevada limited-liability company, and JAVIER J. WASIAK, an individual (collectively "Defendants" and with Plaintiff referred to as the "Parties"), by and through their respective counsel of record, as follows:

1           1.       WHEREAS, on or about December 29, 2015, the Parties reached a settlement of  
2 this matter and entered into a Settlement Agreement and Mutual Release of All Claims (the  
3 “Settlement Agreement”), resolving the claims in this action; and

4           2.       WHEREAS, pursuant to the Settlement Agreement, the Parties agreed that upon  
5 execution of the Settlement Agreement and payment of a Settlement Amount (as defined in the  
6 Settlement Agreement), the above-captioned case should be dismissed in its entirety with  
7 prejudice, each party to bear its own attorneys’ fees and costs; and

8           3.       WHEREAS, the Defendants have now executed the Settlement Agreement and  
9 paid the Settlement Amount.

10          NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree and  
11 stipulate as follows:

12          A.       The above-captioned case shall be dismissed in its entirety with prejudice as to  
13 each of the Defendants;

14          B.       All currently calendared status checks, pre-trial conferences, calendar calls, and  
15 any other pre-trial proceedings or pending hearings shall be vacated; and

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C. Each party is to bear its own attorneys' fees and costs.

Dated this 25th day of February, 2016.

Dated this 25th day of February, 2016.

**SCHWARTZ FLANSBURG PLLC**

**FENNEMORE CRAIG, P.C.**

By /s/ Samuel A. Schwartz

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By /s/ Brenoch R. Wirthlin

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Las Vegas, Nevada 89101  
*Attorneys for Plaintiff FH Properties, LLC*

**IT IS SO ORDERED:**



United States District Judge  
Dated: February 26, 2016.

SUBMITTED BY:

Dated this 25th day of February, 2016.

**FENNEMORE CRAIG, P.C.**

By /s/ Brenoch R. Wirthlin

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